



GENERAL CONDITIONS OF PURCHASE

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1. Scope

1.1 These general conditions of purchase shall be deemed as an integral part of any order issued by BHP srl and shall apply to any purchase of materials, semi-finished and or finished products, components, as well as to any supply of works. The supplier accepts that any present and/or future supply to BHP srl shall be regulated by these general conditions of purchase. In any case, by receiving the order completed with these general conditions, the Supplier acknowledges to be fully informed of the content of these general conditions of purchase. By submitting an offer or a quotation, by returning an order confirmation, or by accepting or executing an order, the Supplier accepts these general conditions of purchase which shall prevail over any other general or special terms or conditions, unless expressly derogated in the order or unless expressly otherwise agreed in writing.

2. Conclusion of and modifications to the Contract

2.1 Orders, contracts and order releases as well as modifications and supplements must be placed and made in writing by e-mail or fax. Oral agreements of any kind - including subsequent modifications and supplements to our Conditions of Purchase – must be confirmed by us in writing to become effective.

2.2 We are entitled to cancel the order if the supplier does not accept the order within two weeks of receipt thereof. Order releases within the framework of order and order release planning become binding if the supplier does not object within two working days of receipt thereof.

3. Prices and payment conditions

3.1 Prices specified in the order are fixed prices. VAT must be shown separately, otherwise it will be deemed to be included in the price.

3.2 Payment terms and condition given in the purchase order or agreement with supplier shall be valid.

3.3 Payment is subordinate to invoice verification. Payments will be made subject to our own discretion by bank transfer or check and/or bill of exchange after acceptance of delivery and receipt of an order invoices as well as after receipt of all documents pertaining to the delivery.

4. Delivery

4.1 Delivery dates specified in the order or otherwise agreed upon are binding. The supplier shall make the goods available in good time, taking account of the time for loading and shipment to be agreed with the forwarder.

4.2 Deliveries deviating from our contracts and orders are only admissible if given our prior written approval. The supplier shall promptly notify us in writing of delays.

4.3 Every year, BHP srl will send to his supplier a quality chart, used to monitor suppliers' delivery performance, service and levels, to ensure contract performance and compliance.

5. Invoice advice of dispatch and invoice

5.1 The details in our orders and order releases shall apply. An invoice showing the invoice number, order number specified in our order and order date is to be sent in one copy to the respective printed mailing address; the invoice must not be enclosed with the shipments.

6. Defects – Liability for Defects and other Liability

6.1 The Supplier warrants that all of his deliveries and/or services are in compliance with the latest state of technology and with the agreed properties/specifications and other requirements made. The Supplier warrants that all of his deliveries and/or services are free of defects and that they are suitable for the special purposes for which we have ordered them.

6.2 We will inspect the delivered goods on the basis of accompanying documents only for identity and quantity as well as for visible transport damage. We will give notice of any defects found immediately after their discovery.

6.3 If the supplier fails to remedy the defect promptly upon our request, we shall have the right to rectify the defects ourselves at the supplier's cost or have this done by a third party without any obligation to grant a grace period.

7. Product liability

7.1 In the event a product liability claim is asserted against us, the supplier is obliged to hold us harmless from such claims if and to the extent the damage was caused by a defect in the Product supplied by the supplier. The supplier assumes all costs and expenses, including the costs of any legal action.

7.2 In the event of a third party claim against us, the Supplier assures us his comprehensive and prompt support in investigating the circumstances and handling the case.

8. Conducting Work

8.1 Persons who carry out work on our factory premises in fulfilment of the contract must observe the respective plant regulations. The liability for accidents suffered by these persons on our factory premises is excluded except to the extent caused by wilful or gross negligent breach of duty by our legal representatives or persons employed in the performance of our obligations.

9. Quality assurance

9.1 The supplier shall during the entire business relation maintain a quality management system according to DIN EN ISO 9000 ff and UNI EN ISO 9001 that ensures the proper quality of deliveries, monitor the system by internal audits in regular intervals and promptly take action if any deviation has been detected. We are entitled to inspect the supplier's quality assurance system with prior notice. The supplier shall at our request permit us to examine certification and audit reports as well as inspection procedures including all test records and documents relevant to the delivery.

10. Documentation and Confidentiality

10.1 Any information made available by us or acquired by the supplier through us, shall be maintained in secrecy by the supplier towards third parties, may be used in the supplier's business exclusively for deliveries to us and be made available only to such persons as need to have access to confidential information in connection with the business relation and have therefore been obligated to maintain secrecy.

10.2 Any documents, samples, models, etc. made available by us to the supplier throughout the business relationship will remain in our ownership and must be surrendered to us upon our request at any time, no later than at the end of the business relationship (including any copies, extracts and replicas), or by our choice must be destroyed at supplier's cost. The supplier thus has no right of retention.

11. Law

11.1 If a condition in this agreement or subsequent integrating agreements is ineffective this shall not invalidate the other conditions. The Parties shall agree on a replacement clause reflecting the economic intention as much as possible.

11.2 These conditions are governed by Italian law. Application of The Hague Convention regarding the uniform law on international sales of goods, the UN convention on international goods sales agreements or any other convention, regulation or other private international laws regarding law applicable to the sales of goods and/or services are specifically excluded.